

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

United States Courts
Southern District of Texas
FILED

JAN 04 2023

BRANDON BARNES

Nathan Ochsner, Clerk of Court

SENRA B SERVICES LLC

v.

Case No.: _____

TOM PEACOCK NISSAN-CADILLAC, INC.

NISSAN MOTOR ACCEPTANCE CORPORATION

TRUIST FINANCIAL CORPORATION/TRUIST BANK

WILMINGTON TRUST, NATIONAL ASSOCIATION

US BANK NATIONAL ASSOCIATION

COMPLAINT

(Jury Demand is Requested)

PARTIES

1. Plaintiff - Brandon Barnes, 505 Wells Fargo Dr. 814 Houston, Texas near 77090
2. Plaintiff - SENRA B SERVICES LLC., 505 Wells Fargo Dr. 814 Houston, TX 77090
3. Defendant - TOM PEACOCK NISSAN-CADILLAC, INC. 15300 North Fwy Houston, TX 77090-6002
4. Defendant - Nissan Motor Acceptance Co LLC, One Nissan Way Franklin, TN 37067

5. Defendant - TRUIST FINANCIAL CORPORATION/TRUIST BANK, 214 NORTH TRYON STREET, CHARLOTTE, NC, 28202
6. Defendant - Wilmington Trust, National Association, RODNEY SQUARE NORTH, 1100 NORTH MARKET STREET, WILMINGTON, DE, 19890 – Indenture Trustee to Nissan Motor Acceptance Co LLC
7. Defendant - US BANK NATIONAL ASSOCIATION, 800 NICOLLET MALL, MINNEAPOLIS, MN, 55402-4302 – Indenture Trustee to TRUIST FINANCIAL CORPORATION

JURISDICTION

3. The district court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1331, which grants the district courts “original jurisdiction of all civil actions arising under the . . . laws . . . of the United States.” Plaintiff’s suit against the defendants is based upon (850) 15 U.S. Code § 77q - Fraudulent interstate transactions, 15 U.S. Code § 78o (b)(12)(c) - Registration and regulation of brokers and dealers, (140) 12 U.S. Code § 1832 - Withdrawals by negotiable or transferable instruments for transfers to third parties, (480) 15 U.S.C. 1681, 1692, & (371) 15 U.S. Code § 1601 - Congressional findings and declaration of purpose.

CLAIMS

4. SECURITIES FRAUD 15 U.S. Code § 77q, 15 U.S. Code § 78o (b)(12)(c) - (1) the defendants misrepresented a material fact; (2) the defendants did so knowingly (3) the plaintiff relied on the defendant’s material misrepresentation; (4) the plaintiff’s reliance on the material misrepresentation caused the loss and damages.

5. TRUTH IN LENDING VIOLATIONS, REGULATION Z – Improper and incomplete disclosures about the determination of finance charge, the amount financed, finance charge, payment schedule, total of payments, annual percentage rate, credit life-accident & health insurance, cash down payments in a consumer finance transaction and security interest disclosures.

6. NEGOTIABLE INSTRUMENTS – Fraudulent use of negotiable instruments in the form of payment agreements/loan contracts by forging/superimposing electronic or digital signatures, duplicating documents for the purpose of selling/transferring to financial/depository institutions.

7. UNFAIR CREDIT REPORTING & DEBT COLLECTION PRACTICES – For the defendants it applies to, engaged in the above-mentioned violations in the form of unauthorized inquiries, illegally reporting transactions and experiences. When requested by the consumer to provide proof of indebtedness after receiving a Notice of Billing Error (pursuant to 15 U.S. Code § 1666 - Correction of billing errors) the defendant refused to provide the documentary evidence (GAAP accounting entries both public and private) that the plaintiff owed a debt, the defendant continued to report experiences and transactions not permitted by law.

RELIEF

A. CLEAR TITLE, to the 2021 NISSAN TITAN

B. CEASE THE UNFAIR CREDIT REPORTING & DEBT COLLECTION

C. HAVE THE ENTRY ON PLAINTIFF'S CREDIT REPORT MARKED AS "PAID"

D. PURSUANT OF 12 CFR § 1026.23(d) (1) (2) Termination of security interest & return

the finance charge (\$89,684.16), the funds already paid by the consumer (\$10,000) the

down payment (\$1,500) and any funds given to anyone (TBD) related to the transaction but no less than \$101,184.16.

- E. Pay all applicable fees/fines associated with the plaintiff's Fee Schedule (see exhibit B) items on schedule #63 (\$10,000), #65 (\$250,000), #92 (\$1,000,000), #107 (7,000,000), #108 (\$7,000,000), #109 (\$7,000,000), #111 (\$75,000x10), #113 (\$75,000x10), #115 (\$75,000x10), #117 (\$75,000x10), #119 (\$75,000x10) Totaling \$25,010,000.
- F. Total Cash Compensation sought \$25,111,184.20 (\$101,184.16 effects of rescission) (\$25,010.00 Plaintiff's Fee Schedule)

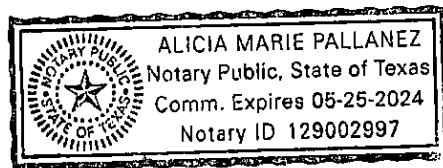
Brandon-Tyrell: Barnes

Signature *Brandon Barnes* Date 1-4-23

Dated: 4th Day of January, 2023

Notary Public's Signature: *Alicia Marie Pallanez*

Notary Public's Seal:



U.S. Department of Homeland Security
U.S. Citizenship and Immigration Services
National Records Center
P.O. Box 648010
Lee's Summit, MO 64064-8010



U.S. Citizenship
and Immigration
Services

NRC2022314259

December 28, 2022

BRANDON BARNES
15814 CHAMPIONS FOREST DR 407
SPRING, TX 77379

Dear BRANDON BARNES:

This is in response to your Freedom of Information Act/Privacy Act (FOIA/PA) request received in this office on December 19, 2022 regarding your Any Documents Related to My status as a US Citizen., Birth Certificate, and I-94.

We have completed a search of Person-Centric Identity Services (PCIS). No records responsive to your request were located. If you have reason to believe that responsive records do exist, and you can provide us with additional information, we will conduct another search. Please forward the additional information to the address listed above and reference the control number which appears on this correspondence. If, after the second search no responsive records are located, you will be notified. At that time you may appeal the determination by following the directions set forth below.

If such records exist, they would be maintained by U.S. Customs and Border Protection. Information concerning the filing of a FOIA request is available on their website at www.cbp.gov. Please be sure to include dates and locations of any encounters. Please note they do not have complete records for incidents prior to 2000.

You have the right to file an administrative appeal within 90 days of the date of this letter. By filing an appeal, you preserve your rights under FOIA and give the agency a chance to review and reconsider your request and the agency's decision. You may file an administrative FOIA appeal to USCIS at: USCIS FOIA/PA Appeals Office, 150 Space Center Loop, Suite 500, Lee's Summit, MO 64064-2139. Both the letter and the envelope should be clearly marked "Freedom of Information Act Appeal."

If you would like to discuss our response before filing an appeal to attempt to resolve your dispute without going through the appeals process, you may contact our FOIA Public Liaison for assistance at:

U.S. Citizenship and Immigration Services
National Records Center, FOIA/PA Office
P.O. Box 648010
Lee's Summit, MO 64064-8010
E-Mail: FOIAPAQuestions@uscis.dhs.gov

A FOIA Public Liaison is an agency official to whom FOIA requesters can raise concerns about the service the requester has received from the agency's FOIA Office. FOIA Public Liaisons are responsible for assisting in reducing delays, increasing transparency and understanding of the status of requests, and assisting in the resolution of disputes.

If you are unable to resolve your FOIA dispute through our FOIA Public Liaison, the Office of Government Information Services (OGIS), the Federal FOIA Ombudsman's office, offers mediation services to help resolve disputes between FOIA requesters and Federal Agencies. The OGIS does not have the authority to handle requests made under the Privacy Act of 1974. The contact information for

NRC2022314259

Page 2

OGIS is:

Office of Government Information Services
National Archives and Records Administration
8601 Adelphi Road - OGIS
College Park, MD 20740-6001
Telephone: (202) 741-5770 or (877) 684-6448
Email: OGIS@nara.gov
Website: ogis.archives.gov

Questions concerning this FOIA/PA request may be mailed to the FOIA/PA Officer at the PO Box listed at the top of the letterhead or emailed to FOIAPAQuestions@uscis.dhs.gov. Please include the control number listed above on all correspondence with this office. You can now submit a new FOIA request online using our new Freedom of Information Act Records System (FIRST). If you wish to submit a new FOIA/PA request, please visit www.uscis.gov/FOIA for instructions and requirements.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Cmunita'.

Cynthia Munita
Director, FOIA Operations

Exhibit B

Fee Schedule

To Whom It May Concern:

Any corporation, national association, partnership, limited liability company, sole proprietorship, federal government agency or natural person who, by coercion, threat, force or demand requires an employee, trustee, or fiduciary of the TRUST (known as BRANDON TYRELL BARNES) to perform, produce material, answer, comply with or act in accord with any particular act as set forth in this schedule, shall be assessed according to this schedule of fees. All interveners agree to be held their private, individual, and corporate capacity for their actions, and further may be subject to parallel claims of criminal activity including piracy, slavery (suretyship), trespassing, breach of Fiduciary Duty, Perjury, Misprision of Felony, RICO, and Forfeiture.


Administrative Fees:

Any Trustee of Fiduciary employed for the matter of processing this claim shall be entitled to 10% of first \$1,000,000.00, 8% of the next \$500,000.00, 5% of the next \$500,000.00, 3% over \$2,000,000.

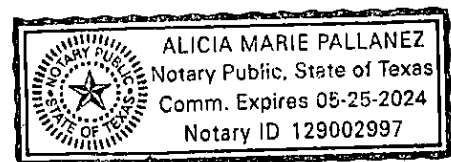
Witness and Acknowledgement

Texas State
Harris County

A living man affirmed before me, a Recording Secretary/Notary, on this 4th day of Jan, 2023 that Brandon-Tyrell: Barnes, personally appeared and known to me to be the man whose name is referenced within the instrument and acknowledged to be the same.

Autograph: 

My Notary Commission expires: 05/25/2024



Fee Schedule**Private Easements Schedule**

- | | |
|----------------------------|-----------|
| 1. Penalty for Private Use | \$250,000 |
|----------------------------|-----------|

Public Easements Schedule

- | | |
|---------------------------|-----------|
| 2. Penalty for Public Use | \$250,000 |
|---------------------------|-----------|

These fees will be mandated upon the informant listed on the traffic citation ticket(s), arrest warrants, detention orders, seizure orders.

Produce trade name materials: Usage of BRANDON TYRELL BARNES including all derivatives, spellings and uppercase lowercase combinations and renderings of the trade mark and trade name without express written consent.

Produce Trade Name Materials

- | | |
|-------------------------------------|--------------|
| 3. Name | \$ 50,000 |
| 4. Driver's License Number | \$ 50,000 |
| 5. Social Security Number | \$ 100,000 |
| 6. Retinal Scans | \$ 5,000,000 |
| 7. Fingerprinting | \$ 200,000 |
| 8. Photographing | \$ 200,000 |
| 9. DNA | \$ 5,000,000 |
| 10. Mouth swab | \$ 5,000,000 |
| 11. Blood samples | \$ 5,000,000 |
| 12. Urine samples | \$ 5,000,000 |
| 13. Breathalyzer testing | \$ 5,000,000 |
| 14. Hair samples | \$ 5,000,000 |
| 15. Skin samples | \$ 5,000,000 |
| 16. Clothing samples | \$ 5,000,000 |
| 17. Forced giving of fluids/samples | \$ 5,000,000 |

ISSUE TRAFFIC CITATION OF ANY TRAFFIC NATURE

- | | |
|------------------------------------|-----------|
| 18. Citations | \$ 60,000 |
| 19. Warning issued on Paper Ticket | \$ 25,000 |

APPEARANCE IN COURT BECAUSE TRAFFIC CITATION

- | | |
|------------------------|-------------------------------|
| 20. Time in court | \$ 75,000/hr with 1 hour min. |
| 21. If Fine is imposed | \$ 500,000 |

**CAR/PERSONAL PROPERTY TRESSPASS, CARJACKING, THEFT,
INTERFERENCE WITH COMMERCE**

- | | |
|--------------------------|-------------|
| 22. Agency by Estoppel | \$ 50,000 |
| 23. Color of Law | \$ 150,000 |
| 24. Implied Color of Law | \$ 150,000. |

Fee Schedule

| | |
|---|--------------|
| 25. Criminal Coercion | \$ 500,000 |
| 26. criminal Contempt of court | \$ 500,000 |
| 27. Estoppel by Election | \$ 350,000 |
| 28. Estoppel by Laches | \$ 350,000 |
| 29. Equitable Estoppel | \$ 500,000 |
| 30. Fraud | \$ 1,000,000 |
| 31. Fraud upon the court | \$ 2,000,000 |
| 32. Larceny | \$ 250,000 |
| 33. Grand Larceny | \$ 250,000 |
| 34. Larceny by Extortion | \$ 1,000,000 |
| 35. Larceny by Trick | \$ 1,000,000 |
| 36. Obstruction of Justice | \$ 100,000 |
| 37. Obtaining Property by False Pretenses | \$ 1,000,000 |
| 38. Simulating Legal Process | \$ 1,000,000 |
| 39. Vexatious Litigation | \$ 5,000,000 |
| 40. Trespass upon Motor Conveyance | \$ 100,000 |
| 41. Unauthorized Relocation of Motor Conveyance | \$ 100,000 |
| 42. Seizure of Motor Conveyance | \$ 100,000 |
| 43. Theft of License Plate | \$ 10,000 |
| 44. Unlawful Lien on Motor Conveyance | \$ 50,000 |

**USE OF TRADE NAME PROTECTED MATERIAL UNDER THREAT, DURESS AND/ OR
COERCION**

| | |
|---|------------|
| 45. Name written by the informant | \$ 250,000 |
| 46. Driver's License written by informant | \$ 150,000 |
| 47. Social Security Number written by informant | \$ 150,000 |
| 48. Miscellaneous Material written by informant | \$ 500,000 |

Fee Schedule**PRODUCE ANY PERSONAL INFO/PROPERTY FOR ANY KIND OF BUSINESS
INTERACTION**

| | |
|--------------------------------------|------------|
| 49. Financial Information | \$ 100,000 |
| 50. Property inside of motor vehicle | \$ 150,000 |

TIME USAGE FOR TRAFFIC STOP

| | |
|----------------|-------------------------|
| 51. 30 minutes | \$ 5,000/30 minutes min |
| 52. 60 minutes | \$ 10,000 |
| 53. 90 minutes | \$ 15,000 |

COURT APPEARANCE SCHEDULE

| | |
|---|----------------|
| 54. My Appearance under protest and duress: | \$ 75,000/hour |
| 55. Voluntarily | \$ 10,000/hour |

USE OF TRADE NAME MATERIAL

| | |
|--|-----------|
| 56. Name under protest and duress: | \$ 25,000 |
| 57. Voluntarily | \$ 10,000 |
| 58. Driver's License under protest and duress: | \$ 25,000 |
| 59. Voluntarily | \$ 10,000 |
| 60. Social Security Number under protest and duress: | \$ 25,000 |
| 61. Voluntarily | \$ 10,000 |
| 62. Miscellaneous Material | \$ 25,000 |

Produce any personal information for any kind of business interaction:

| | |
|----------------------------------|------------------------|
| 63. Financial Information | \$ 10,000 |
| 64. Driver's License | \$ 10,000 |
| 65. Social Security Number | \$ 250,000 |
| 66. Any documents produced by me | \$ 10,000 per document |

TIME USAGE FOR COURT APPEARANCES

| | |
|---|-----------|
| 67. 30 minutes Under Protest and Duress | \$ 35,000 |
| 68. Voluntarily | \$ 10,000 |
| 69. 60 minutes Under Protest and Duress | \$ 75,000 |
| 70. Voluntarily | \$ 20,000 |

Fee Schedule

| | |
|---|------------|
| 71. 90 minutes or more Under Protest and Duress | \$ 100,000 |
| 72. Voluntarily | \$ 30,000 |

**TRESSPASS BY PUBLIC OFFICAL(S), POLICE OFFICER(S), JUDGE(S),
ATTORNEY(S), CORPORATION(S), AND ANY OTHER ENTITY THAT DESIRES TO
CONTRACT.**

| | |
|---|-------------------------------|
| 73. Failure to honor God Given Rights | \$20,000 |
| 74. Failure to honor Oath of Office | \$50,000 |
| 75. Failure to honor Constitutional Oath | \$50,000 |
| 76. Failure to honor Written and/or Oral Word | \$ 5,000 |
| 77. Silence/Dishonor/Default | \$ 5,000 |
| 78. Failure to honor /No Bond | \$ 5,000 |
| 79. Phone call to telephone number | \$ 5,000each |
| 80. Voicemail left on Phone Service or equipment | \$5,000 each |
| 81. Use of Street Address/Mailing location of Secured Party | \$ 5,000 each |
| 82. Time Waiting for Scheduled Service | \$ 1,000 Minimum or per hour |
| 83. Detention from Free Movement and/or cuffed | \$ 75,000 Minimum or per hour |
| 84. Incarceration | \$ 75,000 Minimum or per hour |
| 85. Failure to Follow Federal/State Statute/Code | \$75,000 |
| 86. Failure to State a Claim upon Relief Can Be Granted | \$25,0000 |
| 87. Failure to Present a Living Injured Party | \$100,000 |
| 88. Failure to Provide Contract Signed by the Parties | \$100,000* |
| 89. Failure to Provide IRS 1099OID(s), and Other | \$100,000 |
| 90. IRS Reporting Form(s) Requirements upon Request | \$100,000* |
| 91. Default By Non-Response or Incomplete Response | \$100,000* |
| 92. Fraud | \$1,000,000* |
| 93. Racketeering | \$1,000,000* |
| 94. Theft of Public Funds | \$1,000,000* |

Fee Schedule

| | |
|---|----------------------------------|
| 95. Dishonor in Commerce | \$1,000,000* |
| 96. Failure to pay Counterclaim in full within (30) Thirty Calendar Days of Default as set forth herein | \$1,000,000** |
| 97. Perverting of Justice Judgment | \$ 1,000,000* |
| 98. Use of Common-law Trade-name/Trade-mark After One Warning (per each occurrence) | \$ 50,000 Each |
| 99. Forcing psychiatric evaluations | \$ 500,000 per day |
| 100. Refusal to provide adequate and proper nutrition while incarcerated | \$ 50,000 per day |
| 101. Refusal to provide proper exercise while incarcerated | \$ 50,000 per day |
| 102. Refusal to provide proper dental care while incarcerated | \$ 50,000 per day |
| 103. Forced giving of body fluids | \$ 5,000,000 per day |
| 104. Forced injections/inoculations, vaccines | \$ 5,000,000 per day |
| 105. Forced separation from marriage contract | \$ 160,000 per day |
| 106. Confiscation/kidnapping of a body not a US Citizen | \$ 1,800,000 per day |
| 107. Attempted extortion of funds from birth certificate account, social security account or any other associated accounts by fraud, deception and or Forgery by any agent, entity or corporation | \$ 7,000,000 per count or charge |
| 108. Attempted extortion of signature | \$7,000,000 per count or charge |
| 109. Attempted forgery of signature | \$ 7,000,000 per count or charge |

SERVICES TO OTHERS & CORPORATIONS

| | |
|--|--------------------|
| 110. Studying | \$ 500 per hour |
| 111. while under threat, duress, coercion | \$ 75,000 per hour |
| 112. Analyzing | \$ 500 per hour |
| 113. while under threat, duress, coercion | \$ 75,000 per hour |
| 114. Research | \$ 500 per hour |
| 115. Research while under threat, duress, coercion | \$ 75,000 per hour |
| 116. Preparing Documents | \$ 500 per hour |
| 117. while under threat, duress, coercion | \$ 75,000 per hour |
| 118. Answering Questions | \$ 500 per hour |
| 119. while under threat, duress, coercion | \$ 75,000 per hour |

Fee Schedule

- | | | |
|------|--------------------------------------|--------------------|
| 120. | Providing Information | \$ 500 per hour |
| 121. | while under threat, duress, coercion | \$ 75,000 per hour |

ANY PERSON, BUSINESS, CORPORATION, GOVERNMENT AGENCY OR ENTITY THAT PHYSICALLY, VERBALLY BROADCASTS, FURNISHES, PUBLISHES ANY MATERIALS WHETHER WRITTEN, ORAL, PUBLICATION, BLOG, SOCIAL MEDIA OR WORD OF MOUTH THAT LEADS TO ANY OF THE BELOW MENTIONED OFFENSES SHALL BE SUBJECT TO PAY ALL APPLICABLE FEES.

- | | | |
|------|---------------------------|------------------------|
| 122. | Assault – | \$ 2,000,000 per count |
| 123. | Libel – | \$ 3,000,000 per count |
| 124. | Slander – | \$ 3,000,000 per count |
| 125. | Defamation – | \$ 4,000,000 per count |
| 126. | Rendering False Reports – | \$ 5,000,000 per count |

*Per Occurrence and Includes any Third-Party Defendant

** All claims are stated in US Dollars which means that a US Dollar will be defined, for this purpose as a One Ounce Silver Coin of .999 pure silver or the equivalent par value as established by law or the exchange rate, as set by the US Mint, whichever is the higher amount, for a certified One Ounce Silver Coin (US Silver Dollar) at the time of the first day of default as set forth herein; if the claim is to be paid in Federal Reserve Notes, Federal Reserve Notes will only be assessed at Par Value as indicated above.

Total damages will be assessed as the total amount of the damages as set forth herein times three (3) for a total of all damages as set forth in subsections a-w added to three (3) times the damages for punitive or other additional damages.

***IF ANY DEFENDANT GUILTY OF ANY OFFENSES SET FORTH THEREIN FINDS THAT ANY APPLICABLE FEE THAT THE DEFENDANT IS RESPONSIBLE TO PAY CANNOT PAY IN TIMELEY FASHION MUST SEND CORRESPONDENCE IN WRITING SEEKING PAYMENT ARRANGEMTS INCLUDING THE REQUESTED TERMS SOUGHT & A LIST OF THE APPLICABLE FEES.

If invoiced, payment is due 15 days after receipt date.

Make all payments to:

**BRANDON BARNES
c/o PO BOX 73816
HOUSTON, TX 77273**



AMERICAN
ARBITRATION
ASSOCIATION®

INTERNATIONAL CENTRE
FOR DISPUTE RESOLUTION®

1101 Laurel Oak Road
Voorhees, NJ 08043

December 20, 2022

Brandon T. Barnes
505 Wells Fargo Drive
Apt 814
Houston, TX 77090
Via Email to: info@senrabservices.net

Tom Peacock Nissan
15300 North Freeway
Houston, TX 77090
Via Email to: GAvalos@tpnissan.com

Case Number: 01-22-0005-0343

Brandon-Tyrell: Barnes Beneficiary
-vs-
Tom Peacock Nissan, Inc.

Dear Parties:

Claimant has filed with us a demand for arbitration. We note that the arbitration clause provides for arbitration by the American Arbitration Association ("AAA").

Prior to the filing of this arbitration, Tom Peacock Nissan, Inc. failed to comply with the AAA's policies regarding consumer claims, set forth in the Consumer Due Process Protocol ("Protocol") and the Consumer Arbitration Rules ("Consumer Rules"), including the Costs of Arbitration, which can be found on our web site, www.adr.org. Accordingly, we must decline to administer this claim and any other claims between Tom Peacock Nissan, Inc. and its consumers at this time. Please note that, for cases proceeding under the Consumer Rules, the AAA reviews the relevant arbitration agreement for material compliance with the Protocol and the Consumer Rules. The AAA's review is administrative; it is not an opinion on whether the arbitration agreement, the contract, or any part of the contract is legally enforceable, nor is it a determination regarding the arbitrability of the dispute.

We have administratively closed our file and will refund any payment received by the filing party. According to R-1(d) of the Consumer Rules, should the AAA decline to administer an arbitration, either party may choose to submit its dispute to the appropriate court for resolution.

If you believe we have declined this matter in error, please email ConsumerFiling@adr.org.

Pursuant to the AAA's current policy, in the normal course of our administration, the AAA may maintain certain electronic case documents in our electronic records system. Such electronic documents may not constitute a complete case file. Other than certain types of electronic case documents that the AAA maintains indefinitely, electronic case documents will be destroyed 3 months after the date of this letter.

If Tom Peacock Nissan, Inc. advises the AAA in the future of its intention to comply with the AAA's Consumer Rules and Protocol and, if applicable, resolves any outstanding payment obligations, the AAA may consider at its sole discretion, accepting newly filed consumer cases going forward. Therefore, if Tom Peacock Nissan, Inc. wishes for the AAA to consider accepting consumer disputes going forward, Tom Peacock Nissan, Inc. must, at a

minimum, register its clause on the Consumer Clause Registry on our website, www.adr.org/clauseregistry. Upon completion of the registration process and confirmation from the AAA that Tom Peacock Nissan, Inc. is now active on the Consumer Clause Registry, Tom Peacock Nissan, Inc. is responsible for informing all parties that Claimant may re-file their claim.

Sincerely,

Consumer Filing Team
ConsumerFiling@adr.org
Fax: (877) 304-8457

LAW 553-TX-ARB-eps-14 4/21

DEAL # 128103
CUST# 161679

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT - SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

289161

| | | | |
|---|--|---|--|
| BUYER: GENRAS SERVICES LLC ADDRESS: 305 WELLS FARGO DR 614 CITY: HOUSTON STATE: TX ZIP: 77090 PHONE: 346-367-4697 | | SELLER/CREDITOR: TOM PEACOCK NISSAN ADDRESS: 16300 NORTH FREEWAY CITY: HOUSTON STATE: TX ZIP: 77090 PHONE: 281-921-4000 | |
|---|--|---|--|

| | |
|--|--|
| CO-BUYER: BRANDON TYRELL BARNES ADDRESS: 605 WELLS FARGO DR 614 CITY: HOUSTON STATE: TX ZIP: 77090 PHONE: 346-367-4697 | |
|--|--|

The Buyer is referred to as "you" or "your." The Seller is referred to as "we" or "us." This contract may be transferred by the Seller.
PROMISE TO PAY: The credit price is shown below as the "Total Sales Price." The "Cash Price" is also shown in the Itemization of Amount Financed. By signing this contract, you choose to purchase the vehicle on credit according to the terms of this contract. You agree to pay us the Amount Financed, Finance Charge, and any other charges in this contract. You agree to make payments in U.S. funds according to the Payment Schedule in this contract. If more than one person signs as a buyer, you agree to keep all the promises in this agreement even if the others do not.

You have thoroughly inspected, accepted, and approved the vehicle in all respects.

| VEHICLE IDENTIFICATION | | | | USE FOR WHICH PURCHASED | |
|------------------------|--------|-------|-------------------------------|--|--|
| YEAR | MAKE | MODEL | VEHICLE IDENTIFICATION NUMBER | <input checked="" type="checkbox"/> NEW | PERSONAL, FAMILY, OR HOUSEHOLD, UNLESS OTHERWISE INDICATED BELOW. If either of the boxes below is checked, Chapter 353 of the Texas Finance Code applies to this Contract. <input type="checkbox"/> BUSINESS OR COMMERCIAL <input type="checkbox"/> AGRICULTURAL <input type="checkbox"/> N/A |
| 2021 | NISSAN | TITAN | 1N6AA1ED1MNs35503 | <input checked="" type="checkbox"/> DEMONSTRATOR | |
| | | | | <input type="checkbox"/> FACTORY | |
| | | | | <input type="checkbox"/> OFFICIAL/EXECUTIVE | |
| | | | | <input type="checkbox"/> USED | |

| | |
|--------------------------------|------------------------|
| Trade-In: Make: <u>NA</u> | Model: <u>NA</u> |
| Year: <u>NA</u> VIN: <u>NA</u> | License No.: <u>NA</u> |

| FEDERAL TRUTH-IN-LENDING DISCLOSURES | | | | | SERVICING AND COLLECTION CONTACTS | | | | | | | | |
|--|--------------------|------------------------------|-------------------|------------------|---|--------------------|--------------------|-----------------------|----|------------|------------------------------|-----|-----|
| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | Amount Financed | Total of Payments | Total Sale Price | | | | | | | | | |
| 5.97 % | \$ 12448.82 | \$ 78737.34 | \$ 68184.16 | \$ 89884.16 | We may try to contact you at any mailing address, e-mail address, or phone number you give us as the law allows. We may try to contact you in writing (including mail, e-mail, and text messages) and by phone (including prerecorded or artificial voice messages and automatic telephone dialing systems). | | | | | | | | |
| Your Payment Schedule Will Be: (e) means an estimate <table border="1"> <tr> <th>Number of Payments</th> <th>Amount of Payments</th> <th>When Payments Are Due</th> </tr> <tr> <td>72</td> <td>\$ 1224.78</td> <td>MONTHLY beginning 02/10/2022</td> </tr> <tr> <td>N/A</td> <td>N/A</td> <td>N/A</td> </tr> </table> | | | | | | Number of Payments | Amount of Payments | When Payments Are Due | 72 | \$ 1224.78 | MONTHLY beginning 02/10/2022 | N/A | N/A |
| Number of Payments | Amount of Payments | When Payments Are Due | | | | | | | | | | | |
| 72 | \$ 1224.78 | MONTHLY beginning 02/10/2022 | | | | | | | | | | | |
| N/A | N/A | N/A | | | | | | | | | | | |
| Late Charge: If we do not receive your entire payment within 15 days after it is due (10 days if you are buying a heavy commercial vehicle), you will pay a late charge of 5% of the scheduled payment. Prepayment: If you pay early, you will not have to pay a penalty. Security Interest: We will have a security interest in the vehicle being purchased. Additional Information: See this document for more information about nonpayment, default, security interests, and any required repayment in full before the scheduled date. | | | | | Returned Check Charge: You agree to pay a charge of \$ 30. If any check you give us is dishonored or any electronic payment is returned unpaid. Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on page 4 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate. Buyer Sign: <u>[Signature]</u> Co-Buyer Sign: <u>[Signature]</u> | | | | | | | | |

OCCE NOTICE. For questions or complaints about this contract, contact **BBAT DEALER FINANCIAL SERVICES** at **2801 N. Lamar Blvd., Austin, Texas 78705.** Phone: (800) 538-1579, Fax: (512) 936-7610. Website: occc.texas.gov, E-mail: consumer.complaints@occc.texas.gov.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

This PROVISION applies to this contract only if the vehicle financed in the contract was purchased for personal, family, or household use.

Buyer Initials: [Signature] Co-Buyer Initials: [Signature]

68884*1*TPN-FI

12/30/2021 10:49 am

| ITEMIZATION OF AMOUNT FINANCED | |
|--|-------------|
| 1 Cash Price (including any accessories, services, taxes, SALES TAX) | \$ 3700.00 |
| 2 Total Downpayment = (If negative, enter "0" and see Line 4A below) | \$ 0.00 |
| Gross Trade-In | \$ N/A |
| - Pay Off Made By Seller to N/A | \$ N/A |
| - Cash Paid to Buyer for Trade-In | \$ N/A |
| = Net Trade-In | \$ N/A |
| + Cash | \$ N/A |
| + Mrs. Rebate | \$ 1500.00 |
| + Other (describe) N/A | \$ N/A |
| + Other (describe) N/A | \$ N/A |
| + Other (describe) N/A | \$ N/A |
| + Other (describe) N/A | \$ N/A |
| + Other (describe) Trade-In Credit Agreement Benefit | \$ N/A |
| Total Downpayment | \$ 1500.00 |
| 3 Unpaid Balance of Cash Price (1 minus 2) | \$ 3700.00 |
| 4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts): | |
| A Net trade-in payoff to N/A | \$ N/A |
| B Cost of Optional Credit Insurance Paid to Insurance Company or Companies | \$ N/A |
| C Other Optional Insurance Paid to Insurance Company or Companies | \$ N/A |
| D Official Fees Paid to Government Agencies | |
| 1) to STATE OF TEXAS for RD A BRIDGE FEE | \$ 25.00 |
| 2) to N/A for N/A | \$ N/A |
| 3) to N/A for N/A | \$ N/A |
| E Debt Cancellation Agreement Fee Paid to the Seller | \$ 1500.00 |
| F Dealer's Inventory Tax (If Not Included in Cash Price) | \$ 121.83 |
| G Sales Tax (If Not Included in Cash Price) | \$ N/A |
| H Other Taxes (If Not Included in Cash Price) | \$ N/A |
| I Government License and/or Registration Fees | |
| LICENSE FEE 401.50 | \$ 401.50 |
| J Government Certificate of Title Fees | \$ 33.00 |
| K Government Vehicle Inspection Fees | |
| to state \$ N/A to Inspection station \$ 16.75 | \$ 16.75 |
| L Deputy Service Fee Paid to Dealer | \$ N/A |
| M Documentary Fee (Cargo Documental) | \$ 150.00 |
| A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW. | |
| UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL, PERO ESTE PODRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACION EN RELACION CON LA VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACION SE EXIGE POR LEY. | |
| N Other Charges (Seller must identify who is paid and describe purpose) | |
| to State for Plate Transfer Fee | \$ N/A |
| to Seller for Trade-In Credit Agreement | \$ N/A |
| to ETHOS GROUP for MAINTENANCE | \$ 3000.00 |
| to N/A for N/A | \$ N/A |
| to ETHOS GROUP for SERVICE CONTRACT | \$ 5500.00 |
| to ETHOS for SELECT 3 | \$ 3200.00 |
| to N/A for N/A | \$ N/A |
| to N/A for N/A | \$ N/A |
| to N/A for N/A | \$ N/A |
| to N/A for N/A | \$ N/A |
| to N/A for N/A | \$ N/A |
| to N/A for N/A | \$ N/A |
| to N/A for N/A | \$ N/A |
| Total Other Charges and Amounts Paid to Others on Your Behalf | \$ 12345.08 |
| 5 Amount Financed (3 + 4) | \$ 75737.34 |

DEAL # 120103

PROPERTY INSURANCE: You must keep the collateral insured against damage or loss in the amount you owe. You must keep this insurance until you have paid all that you owe under this contract. You may obtain property insurance from anyone you want, or provide proof of insurance you already have. The insurer must be authorized to do business in Texas. You agree to give us proof of property insurance. You must name us as the person to be paid under the policy in the event of damage or loss.

If any insurance is checked below, policies or certificates from the insurance companies will describe the terms, conditions, and deductibles.

Optional Credit**Life and Credit Disability Insurance**

Credit life insurance and credit disability insurance are not required to obtain credit. They will not be provided unless you sign and agree to pay the extra cost. Your decision to buy or not buy these insurance coverages will not be a factor in the credit approval process.

☐ Credit Life, one buyer \$ N/A Term N/A
☐ Credit Life, both buyers \$ N/A Term N/A
☐ Credit Disability, one buyer \$ N/A Term N/A
☐ Credit Disability, both buyers \$ N/A Term N/A

(Insurance Company)

N/A

(Home Office Address)

Credit life insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance does not cover any increase in your payment or in the number of payments.

If the term of the insurance is 121 months or longer, the premium is not fixed or approved by the Texas Insurance Commissioner.

You want the insurance indicated above.

X N/A N/A
 Buyer's signature Date
 X N/A N/A
 Co-Buyer's signature Date

Optional Insurance Coverages and Debt Cancellation Agreement

The granting of credit will not be dependent on the purchase of either the insurance coverages or the debt cancellation agreement described below. It will not be provided unless you sign and agree to pay the extra cost. The credit approval process will not be affected by whether or not you buy these insurance coverages or the debt cancellation agreement.

| Coverage | Term in Months | Premium or Fee |
|-----------------------------|----------------|----------------|
| GAP | N/A | \$ N/A |
| N/A | N/A | \$ N/A |
| N/A | N/A | \$ N/A |
| Debt Cancellation Agreement | 72 | \$ 1500.00 |

NATION MOTOR CLUB LLC

(Insurance Company)

(Home Office Address)

If the vehicle is determined to be a total loss, GAP insurance will pay the difference between the proceeds of your basic collision policy and the amount you owe on the vehicle, minus your deductible. You can cancel that insurance without charge for 10 days from the date of this contract.

"WE WILL CANCEL CERTAIN AMOUNTS YOU OWE UNDER THIS CONTRACT IN THE CASE OF A TOTAL LOSS OR THEFT OF THE VEHICLE AS STATED IN THE DEBT CANCELLATION AGREEMENT. You can cancel the debt cancellation agreement without charge for a period of 30 days from the date of this contract, or for the period stated in the debt cancellation agreement, whichever period ends later. If the box next to a premium for an insurance coverage included above is marked, that premium is not fixed or approved by the Texas Insurance Commissioner. A debt cancellation agreement is not insurance and is regulated by the Office of the Consumer Credit Commissioner.

For the premiums or fees included above, you want the related optional coverages and debt cancellation agreement.

X N/A N/A 12/21/2021
 Buyer's signature Date
 X N/A N/A 12/21/2021
 Co-Buyer's signature Date

LIABILITY INSURANCE: THIS CONTRACT DOES NOT INCLUDE INSURANCE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

OTHER TERMS AND CONDITIONS**1. FINANCE CHARGE AND PAYMENTS**

a. **HOW WE FIGURE THE FINANCE CHARGE.** We figure the Finance Charge using the true daily earnings method as defined by the Texas Finance Code. Under the true daily earnings method, the Finance Charge will be figured by applying the daily rate to the unpaid portion of the Amount Financed for the number of days the unpaid portion of the Amount Financed is outstanding. The daily rate is 1/365th of the Annual Percentage Rate. The unpaid portion of the Amount Financed does not include late charges or return check charges.

b. **HOW WE WILL APPLY YOUR PAYMENTS.** We will apply your payments in the following order:

1. earned but unpaid finance charge; and
2. to anything else you owe under this agreement.

c. **HOW LATE OR EARLY PAYMENTS CHANGE WHAT YOU MUST PAY.** We based the Finance Charge, Total of Payments, and Total Sale Price as if all payments were made as scheduled. If you do not timely make all your payments in at least the correct amount, you will have to pay more Finance Charge. If that happens, your last payment will be more than your final scheduled payment, or at our option, you will have to pay more payments of the same amount as your scheduled payment with a smaller last payment. If you make scheduled payments early, your Finance Charge will be reduced (less). If you make your scheduled payments late, your Finance Charge will increase. We will send you a notice telling you about these changes before the final scheduled payment is due.

d. **TRANSFER OF RIGHTS.** We may transfer this contract to another person. That person will, then, have all our rights, privileges, and remedies.

e. **SPECIAL PROVISIONS FOR BALLOON PAYMENT CONTRACTS.** A balloon payment is a scheduled payment more than twice the amount of the average of your scheduled payments, other than the downpayment, that are due before the balloon payment. You can pay all you owe when the balloon payment is due and keep your vehicle. If you buy the vehicle primarily for personal, family, or household use, you can enter into a new written agreement to refinance the balloon payment when due without a refinancing fee. If you refinance the balloon payment, your periodic payments will not be larger or more often than the payments in this contract. The annual percentage rate in the new agreement will not be more than the Annual Percentage Rate in this contract. This provision does not apply if your Payment Schedule has been adjusted to your seasonal or irregular income.

2. YOUR OTHER PROMISES TO US

a. **USE AND TRANSFER OF THE VEHICLE.** You will not sell or transfer the vehicle without our written permission. If you do sell or transfer the vehicle, this will not release you from your obligations under this contract, and we may charge you a transfer of equity fee of \$25.00 (\$50 for a heavy commercial vehicle). You will promptly tell us in writing if you change your address or the address where you keep the vehicle. We agree you may remove the vehicle from the U.S. for 72 hours or less, if the vehicle will continue to be covered by the insurance this contract requires. Otherwise, you agree not to remove the vehicle from the U.S. without our written permission.

b. **CARE OF THE VEHICLE.** You agree to keep the vehicle free from all liens and claims except those that secure this contract. You will timely pay all taxes, fines, or charges pertaining to the vehicle. You will keep the vehicle in good repair. You will not allow the vehicle to be seized or placed in jeopardy or used illegally. You must pay all you owe even if the vehicle is lost, damaged or destroyed. If a third party takes a lien or claim against or possession of the vehicle, we may pay the third party any cost required to free the vehicle from all liens or claims. We may immediately demand that you pay us the amount paid to the third party for the vehicle. If you do not pay this amount, we may repossess the vehicle and add that amount to the amount you owe. If we do not repossess the vehicle, we may still demand that you pay us, but we cannot compute a finance charge on this amount.

c. **SECURITY INTEREST.** To secure all that you owe on this contract and all your promises in it, you give us a security interest in:

1. The vehicle including all accessories and parts now or later attached and any other goods financed in this contract;
2. All insurance proceeds and other proceeds received for the vehicle;
3. Any insurance policy, service contract or other contract financed by us and any proceeds of those contracts; and
4. Any refunds of charges included in this contract for insurance, or service contracts.

This security interest also secures any extension or modification of this contract. The certificate of title must show our security interest in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

d. **AGREEMENT TO KEEP VEHICLE INSURED.** You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. The insurer must be authorized to do business in Texas.

e. **OUR RIGHT TO PURCHASE REQUIRED INSURANCE IF YOU FAIL TO KEEP THE VEHICLE INSURED.** If you fail to give us proof that you have insurance, we may buy physical damage insurance. We may buy insurance that covers your interest and our interest in the vehicle, or we may buy insurance that covers our interest only. You will pay the premium for the insurance and a finance charge at the contract rate. If we obtain collateral protection insurance, we will mail notice to your last known address shown in our file.

f. **PHYSICAL DAMAGE INSURANCE PROCEEDS.** You must use physical damage insurance proceeds to repair the vehicle, unless we agree otherwise in writing. However, if the vehicle is a total loss, you must use the insurance proceeds to pay what you owe us. You agree that we can use any proceeds from insurance to repair the vehicle, or we may reduce what you owe under this contract. If we apply insurance proceeds to the amount you owe, they will be applied to your payments in the reverse order of when they are due. If your insurance on the vehicle or credit insurance doesn't pay all you owe, you must pay what is still owed. Once all amounts owed under this contract are paid, any remaining proceeds will be paid to you.

g. **RETURNED INSURANCE PREMIUMS AND SERVICE CONTRACT CHARGES.** If we get a refund on insurance or service contracts, or other contracts included in the cash price, we will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.

h. **APPLICATION OF CREDITS.** Any credit that reduces your debt will apply to your payments in the reverse order of when they are due, unless we decide to apply it to another part of your debt. The amount of the credit and all finance charge or interest on the credit will be applied to your payments in the reverse order of your payments.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

a. **LATE CHARGE.** You will pay us a late charge as agreed to in this contract when it accrues:

b. **DEFAULT.** You will be in default if:

1. You do not pay any amount when it is due;
2. You give false, incomplete, or misleading information during credit application;
3. You file bankruptcy, bankruptcy is filed against you, or the vehicle becomes involved in a bankruptcy;
4. You allow a judgment to be entered against you or the collateral; or
5. You break any of your promises in this agreement.

If you default, we can exercise our rights under this contract and our other rights under the law.

c. **OUR RIGHT TO DEMAND PAYMENT IN FULL.** If you default, or we believe in good faith that you are not going to keep any of your promises, we can demand that you immediately pay all that you owe. We don't have to give you notice that we are demanding or intend to demand immediate payment of all that you owe.

d. **REPOSSESSION.** If you default, we may repossess the vehicle from you if we do so peacefully. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If any personal items are in the vehicle, we can store them for you and give you written notice at your last known address shown on our records within 15 days of discovering that we have your personal items. If you do not ask for these items back within 31 days from the day we mail or deliver the notice to you, we may dispose of them as applicable law allows. Any accessory, equipment, or replacement part stays with the vehicle.

e. **YOUR RIGHT TO REDEEM.** If we take your vehicle, we will tell you how much you have to pay to get it back. If you do not pay us to get the vehicle back, we can sell it or take other action allowed by law. Your right to redeem ends when the vehicle is sold or we have entered into a contract for sale or accepted the collateral as full or partial satisfaction of a contract.

f. **DISPOSITION OF THE VEHICLE.** If you don't pay us to get the vehicle back, we can sell it or take other action allowed by law. If we sell the motor vehicle in a public or private sale, we will send you notice at least 10 days before we sell it. We can use the money we get from selling it to pay allowed expenses and to reduce the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. If any money is left, we will pay it to you unless we must pay it to someone else. If the money from the sale is not enough to pay all you owe, you must pay the rest of what you owe us plus interest. If we take or sell the vehicle, you will give us the certificate of title and any other document required by state law to record transfer of title.

- g. COLLECTION COSTS.** If we hire an attorney who is not our employee to enforce this contract, you will pay reasonable attorney's fees and court costs as the applicable law allows. You will also pay our reasonable out-of-pocket expenses incurred in connection with retaking, holding, and selling the vehicle as the applicable law allows.
- h. CANCELLATION OF OPTIONAL INSURANCE AND SERVICE CONTRACTS.** This contract may contain charges for insurance or service contracts or for services included in the cash price. If you default, you agree that we can claim benefits under these contracts to the extent allowable, and terminate them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is damaged or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.
- 4. INTEGRATION AND SEVERABILITY CLAUSE**
This contract contains the entire agreement between you and us relating to the sale and financing of the vehicle. If any part of this contract is not valid, all other parts stay valid.
- 5. LEGAL LIMITATIONS ON OUR RIGHTS**
If we don't enforce our rights every time, we can still enforce them later. We will exercise all of our rights in a lawful way. You don't have to pay finance charge or other amounts that are more than the law allows. This provision prevails over all other parts of this contract and over all our other acts.
- 6. SELLER'S DISCLAIMER OF WARRANTIES**
Unless the seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.
This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.
- 7. Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.
Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.
- 8. APPLICABLE LAW**
Federal and Texas law apply to this contract.

ARBITRATION PROVISION**PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

- 1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**
- 2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
- 3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association (www.adr.org) or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

Any change to this contract must be in writing. Both you and we must sign it. No oral changes to this contract are enforceable.

Buyer X [Signature]

Co-Buyer X [Signature]

See back for other important agreements.

CONSUMER WARNING: Notice to the buyer—Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to a copy of the contract you sign. Under the law, you have the right to pay off in advance all that you owe and under certain conditions may save a portion of the finance charge. You will keep this contract to protect your legal rights.

BUYER'S ACKNOWLEDGEMENT OF CONTRACT RECEIPT: YOU AGREE TO THE TERMS OF THIS CONTRACT AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF IT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ EACH PAGE OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON PAGE 4, BEFORE SIGNING BELOW.

Buyer Signs X [Signature] Date 12/27/2021 Co-Buyer Signs X [Signature] Date 12/27/2021
Buyer Printed Name SENHAB SERVICES LLC Co-Buyer Printed Name BRANDON TYRELL BARNES

If the "business or commercial" use box is checked in "Use for Which Purchased": Print Name SENHAB SERVICES LLC Title _____

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X N/A Date N/A Address N/A

Seller signs _____ Date 12/27/2021 By X [Signature] Title FI MANAGER

THIS CONTRACT IS NOT VALID UNTIL YOU AND WE SIGN IT.

Seller assigns its interest in this contract to BBAT DEALER FINANCIAL SERVICES (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☒ Assigned without recourse ☐ Assigned with limited recourse

Seller TOM PEACOCK NISSAN By X [Signature] Title FI MANAGER

88954*1*TPN-FI

12/30/2021 10:48 am

CUST # 151679
DEAL # 128488

NOTICE TO COSIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

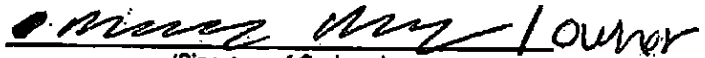
The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of *your* credit record.

This notice is not the contract that makes you liable for the debt.

I have received a copy of this notice.

01/20/2022

(Date)



(Signature of Cosigner)

Exhibit D

LAW 553-TX-ARB-eps-14 4/21DEAL # 128453
CUST # 151879**MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT - SIMPLE FINANCE CHARGE
(WITH ARBITRATION PROVISION)**

258355

| | | | |
|---------------------------------------|-----------------|---|-----------------|
| BUYER <u>SENHAB SERVICES LLC</u> | | SELLER/CREDITOR <u>TOM PEACOCK NISSAN</u> | |
| ADDRESS <u>505 WELLS FARGO DR #14</u> | | ADDRESS <u>15300 NORTH FREEWAY</u> | |
| CITY <u>HOUSTON</u> | STATE <u>TX</u> | CITY <u>HOUSTON</u> | STATE <u>TX</u> |
| ZIP <u>77060</u> | | ZIP <u>77060</u> | |
| PHONE <u>348-397-4897</u> | | PHONE <u>281-821-4000</u> | |

| | |
|---------------------------------------|-----------------|
| CO-BUYER <u>BRANDON TYRELL BARNES</u> | |
| ADDRESS <u>505 WELLS FARGO DR #14</u> | |
| CITY <u>HOUSTON</u> | STATE <u>TX</u> |
| ZIP <u>77060</u> | |
| PHONE <u>348-397-4897</u> | |

The Buyer is referred to as "you" or "your." The Seller is referred to as "we" or "us." This contract may be transferred by the Seller.

PROMISE TO PAY: The credit price is shown below as the "Total Sales Price." The "Cash Price" is also shown in the Itemization of Amount Financed. By signing this contract, you choose to purchase the vehicle on credit according to the terms of this contract. You agree to pay us the Amount Financed, Finance Charge, and any other charges in this contract. You agree to make payments in U.S. funds according to the Payment Schedule in this contract. If more than one person signs as a buyer, you agree to keep all the promises in this agreement even if the others do not.

You have thoroughly inspected, accepted, and approved the vehicle in all respects.

VEHICLE IDENTIFICATION

| YEAR | MAKE | MODEL | VEHICLE IDENTIFICATION NUMBER | <input checked="" type="checkbox"/> NEW <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL/EXECUTIVE <input type="checkbox"/> USED | USE FOR WHICH PURCHASED PERSONAL, FAMILY, OR HOUSEHOLD, UNLESS OTHERWISE INDICATED BELOW If either of the boxes below is checked, Chapter 353 of the Texas Finance Code applies to this Contract. <input type="checkbox"/> BUSINESS OR COMMERCIAL <input type="checkbox"/> AGRICULTURAL <input type="checkbox"/> N/A |
|------|--------|-------|-------------------------------|---|--|
| 2021 | NISSAN | TITAN | 1N6AA1ED1M335508 | | |

Trade-in: Make N/A Model N/A
Year N/A VIN N/A License No. N/A

| FEDERAL TRUTH-IN-LENDING DISCLOSURES | | | | |
|---|---|--|---|---|
| ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. | FINANCE CHARGE The dollar amount the credit will cost you. | Amount Financed The amount of credit provided to you or on your behalf. | Total of Payments The amount you will have paid after you have made all payments as scheduled. | Total Sale Price The total cost of your purchase on credit, including your down payment of |
| 6.07 % | \$ 12397.62 | \$ 75497.34 | \$ 87834.69 | \$ 1500.00 |
| | | | | \$ 92234.69 |

SERVICING AND COLLECTION CONTACTS

We may try to contact you at any mailing address, e-mail address, or phone number you give us as the law allows. We may try to contact you in writing (including mail, e-mail, and text messages) and by phone (including prerecorded or artificial voice messages and automatic telephone dialing systems).

Your Payment Schedule Will Be: (e) means an estimate

| Number of Payments | Amount of Payments | When Payments Are Due |
|--------------------|--------------------|------------------------------|
| 72 | \$ 1219.93 | MONTHLY beginning 03/06/2022 |
| N/A | N/A | N/A |
| N/A | | |

Returned Check Charge: You agree to pay a charge of \$ 39 if any check you give us is dishonored or any electronic payment is returned unpaid.

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on page 4 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs Brandon Barnes
Co-Buyer Signs Brandon Barnes

Late Charge: If we do not receive your entire payment within 15 days after it is due (10 days if you are buying a heavy commercial vehicle), you will pay a late charge of .5% of the scheduled payment.
Prepayment: If you pay early, you will not have to pay a penalty.
Security Interest: We will have a security interest in the vehicle being purchased.
Additional Information: See this document for more information about nonpayment, default, security interests, and any required repayment in full before the scheduled date.

OCCC NOTICE. For questions or complaints about this contract, contact BBAT DEALER FINANCIAL SERVICES at . The Office of Consumer Credit Commissioner (OCCC) is a state agency, and it enforces certain laws that apply to this contract. If a complaint or question cannot be resolved by contacting the creditor, consumers can contact the OCCC to file a complaint or ask a general credit-related question. OCCC address: 2601 N. Lamar Blvd., Austin, Texas 78705. Phone: (800) 536-1579. Fax: (512) 936-7610. Website: occc.texas.gov. E-mail: consumer.complaints@occc.texas.gov.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

This PROVISION applies to this contract only if the vehicle financed in the contract was purchased for personal, family, or household use.

OTHER TERMS AND CONDITIONS**1. FINANCE CHARGE AND PAYMENTS**

- a. **HOW WE FIGURE THE FINANCE CHARGE.** We figure the Finance Charge using the true daily earnings method as defined by the Texas Finance Code. Under the true daily earnings method, the Finance Charge will be figured by applying the daily rate to the unpaid portion of the Amount Financed for the number of days the unpaid portion of the Amount Financed is outstanding. The daily rate is $1/365^{\text{th}}$ of the Annual Percentage Rate. The unpaid portion of the Amount Financed does not include late charges or return check charges.
- b. **HOW WE WILL APPLY YOUR PAYMENTS.** We will apply your payments in the following order:
 1. earned but unpaid finance charge; and
 2. to anything else you owe under this agreement.
- c. **HOW LATE OR EARLY PAYMENTS CHANGE WHAT YOU MUST PAY.** We based the Finance Charge, Total of Payments, and Total Sale Price as if all payments were made as scheduled. If you do not timely make all your payments in at least the correct amount, you will have to pay more Finance Charge. If that happens, your last payment will be more than your final scheduled payment, or at our option, you will have to pay more payments of the same amount as your scheduled payment with a smaller last payment. If you make scheduled payments early, your Finance Charge will be reduced (less). If you make your scheduled payments late, your Finance Charge will increase. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **TRANSFER OF RIGHTS.** We may transfer this contract to another person. That person will then have all our rights, privileges, and remedies.
- e. **SPECIAL PROVISIONS FOR BALLOON PAYMENT CONTRACTS.** A balloon payment is a scheduled payment more than twice the amount of the average of your scheduled payments, other than the downpayment, that are due before the balloon payment. You can pay all you owe when the balloon payment is due and keep your vehicle. If you buy the vehicle primarily for personal, family, or household use, you can enter into a new written agreement to refinance the balloon payment when due without a refinancing fee. If you refinance the balloon payment, your periodic payments will not be larger or more often than the payments in this contract. The annual percentage rate in the new agreement will not be more than the Annual Percentage Rate in this contract. This provision does not apply if your Payment Schedule has been adjusted to your seasonal or irregular income.

2. YOUR OTHER PROMISES TO US

- a. **USE AND TRANSFER OF THE VEHICLE.** You will not sell or transfer the vehicle without our written permission. If you do sell or transfer the vehicle, this will not release you from your obligations under this contract, and we may charge you a transfer of equity fee of \$25.00 (\$50 for a heavy commercial vehicle). You will promptly tell us in writing if you change your address or the address where you keep the vehicle. We agree you may remove the vehicle from the U.S. for 72 hours or less, if the vehicle will continue to be covered by the insurance this contract requires. Otherwise, you agree not to remove the vehicle from the U.S. without our written permission.
- b. **CARE OF THE VEHICLE.** You agree to keep the vehicle free from all liens, and claims except those that secure this contract. You will timely pay all taxes, fines, or charges pertaining to the vehicle. You will keep the vehicle in good repair. You will not allow the vehicle to be seized or placed in jeopardy or use it illegally. You must pay all you owe even if the vehicle is lost, damaged or destroyed. If a third party takes a lien or claim against or possession of the vehicle, we may pay the third party any cost required to free the vehicle from all liens or claims. We may immediately demand that you pay us the amount paid to the third party for the vehicle. If you do not pay this amount, we may repossess the vehicle and add that amount to the amount you owe. If we do not repossess the vehicle, we may still demand that you pay us, but we cannot compute a finance charge on this amount.
- c. **SECURITY INTEREST.** To secure all that you owe on this contract and all your promises in it, you give us a security interest in:
 1. The vehicle including all accessories and parts now or later attached and any other goods financed in this contract;
 2. All insurance proceeds and other proceeds received for the vehicle;
 3. Any insurance policy, service contract or other contract financed by us and any proceeds of those contracts; and
 4. Any refunds of charges included in this contract for insurance, or service contracts.

This security interest also secures any extension or modification of this contract. The certificate of title must show our security interest in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

- d. **AGREEMENT TO KEEP VEHICLE INSURED.** You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. The insurer must be authorized to do business in Texas.
- e. **OUR RIGHT TO PURCHASE REQUIRED INSURANCE IF YOU FAIL TO KEEP THE VEHICLE INSURED.** If you fail to give us proof that you have insurance, we may buy physical damage insurance. We may buy insurance that covers your interest and our interest in the vehicle, or we may buy insurance that covers our interest only. You will pay the premium for the insurance and a finance charge at the contract rate. If we obtain collateral protection insurance, we will mail notice to your last known address shown in our file.
- f. **PHYSICAL DAMAGE INSURANCE PROCEEDS.** You must use physical damage insurance proceeds to repair the vehicle, unless we agree otherwise in writing. However, if the vehicle is a total loss, you must use the insurance proceeds to pay what you owe us. You agree that we can use any proceeds from insurance to repair the vehicle, or we may reduce what you owe under this contract. If we apply insurance proceeds to the amount you owe, they will be applied to your payments in the reverse order of when they are due. If your insurance on the vehicle or credit insurance doesn't pay all you owe, you must pay what is still owed. Once all amounts owed under this contract are paid, any remaining proceeds will be paid to you.
- g. **RETURNED INSURANCE PREMIUMS AND SERVICE CONTRACT CHARGES.** If we get a refund on insurance or service contracts, or other contracts included in the cash price, we will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.
- h. **APPLICATION OF CREDITS.** Any credit that reduces your debt will apply to your payments in the reverse order of when they are due, unless we decide to apply it to another part of your debt. The amount of the credit and all finance charge or interest on the credit will be applied to your payments in the reverse order of your payments.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **LATE CHARGE.** You will pay us a late charge as agreed to in this contract when it accrues.
- b. **DEFAULT.** You will be in default if:
 1. You do not pay any amount when it is due;
 2. You give false, incomplete, or misleading information during credit application;
 3. You file bankruptcy, bankruptcy is filed against you, or the vehicle becomes involved in a bankruptcy;
 4. You allow a judgment to be entered against you or the collateral; or
 5. You break any of your promises in this agreement.
 If you default, we can exercise our rights under this contract and our other rights under the law.
- c. **OUR RIGHT TO DEMAND PAYMENT IN FULL.** If you default, or we believe in good faith that you are not going to keep any of your promises, we can demand that you immediately pay all that you owe. We don't have to give you notice that we are demanding or intend to demand immediate payment of all that you owe.
- d. **REPOSSESSION.** If you default, we may repossess the vehicle from you if we do so peacefully. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If any personal items are in the vehicle, we can store them for you and give you written notice at your last known address shown on our records within 15 days of discovering that we have your personal items. If you do not ask for these items back within 31 days from the day we mail or deliver the notice to you, we may dispose of them as applicable law allows. Any accessory, equipment, or replacement part stays with the vehicle.
- e. **YOUR RIGHT TO REDEEM.** If we take your vehicle, we will tell you how much you have to pay to get it back. If you do not pay us to get the vehicle back, we can sell it or take other action allowed by law. Your right to redeem ends when the vehicle is sold or we have entered into a contract for sale or accepted the collateral as full or partial satisfaction of a contract.
- f. **DISPOSITION OF THE VEHICLE.** If you don't pay us to get the vehicle back, we can sell it or take other action allowed by law. If we sell the motor vehicle in a public or private sale, we will send you notice at least 10 days before we sell it. We can use the money we get from selling it to pay allowed expenses and to reduce the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. If any money is left, we will pay it to you unless we must pay it to someone else. If the money from the sale is not enough to pay all you owe, you must pay the rest of what you owe us plus interest. If we take or sell the vehicle, you will give us the certificate of title and any other document required by state law to record transfer of title.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

Any change to this contract must be in writing. Both you and we must sign it. No oral changes to this contract are enforceable.

Buyer *mm*, owner

Co-Buyer *mm*

See back for other important agreements.

CONSUMER WARNING: Notice to the buyer—Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to a copy of the contract you sign. Under the law, you have the right to pay off in advance all that you owe and under certain conditions may save a portion of the finance charge. You will keep this contract to protect your legal rights.

BUYER'S ACKNOWLEDGEMENT OF CONTRACT RECEIPT: YOU AGREE TO THE TERMS OF THIS CONTRACT AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF IT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ EACH PAGE OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON PAGE 4, BEFORE SIGNING BELOW.

Buyer Signs *mm* Date 01/20/2022 Co-Buyer Signs *mm* Date 01/20/2022

Buyer Printed Name SENHAB SERVICES LLC Co-Buyer Printed Name BRANDON TYRELL BARNES

If the "business or commercial" use box is checked in "Use for Which Purchased", Print Name SENHAB SERVICES LLC Title _____

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X N/A Date N/A Address N/A

Seller signs _____ Date 01/20/2022 By X Title FI MANAGER

THIS CONTRACT IS NOT VALID UNTIL YOU AND WE SIGN IT.

Seller assigns its interest in this contract to BBAT DEALER FINANCIAL SERVICES (Assigned) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☒ Assigned without recourse ☐ Assigned with limited recourse

Seller TOM PEACOCK NISSAN

By X _____ Title FI MANAGER

DEAL# 128468

| MOTOR VEHICLE PURCHASE ORDER | | | | | PURCHASER'S NAME (PLEASE PRINT) SENRA B SERVICES LLC | | |
|---|--|--|--|--|--|--|--|
| TOM PEACOCK NISSAN 15300 North Freeway, Houston, Texas 77060 281-621-4000 Finance Fax: 281-821-1443 I hereby agree to purchase from you under the terms and conditions specified | | | | | CO-BUYER BRANDON TYRELL BARNES | | |
| | | | | | DATE 01/20/2022 | | |
| | | | | | CONTROL NO 151679 | | |
| | | | | | ADDRESS 505 WELLS FARGO DR 814 | | |
| <input checked="" type="checkbox"/> NEW <input type="checkbox"/> DEMO <input type="checkbox"/> USED VEHICLE | | | | | CITY HOUSTON | | |
| YEAR 2021 | | | | | STATE TX | | |
| MAKE NISSAN | | | | | ZIP CODE 77090 | | |
| MODEL TITAN | | | | | RES PHONE 346/367-4897 | | |
| LICENSE NO 1N8AA1E01MN535508 | | | | | BUS PHONE | | |
| STOCK NO N11048 | | | | | CELL PHONE | | |
| MILEAGE 5 | | | | | E-MAIL SENRA B SERVICES@GMAIL.COM | | |
| COLOR A22/RED ALERT | | | | | | | |
| | | | | | VEHICLE PRICE AND ACCESSORIES | | |
| | | | | | FULL SERVICE DEPUTY FEE | | |
| | | | | | \$ 10 00 | | |
| | | | | | DEALER'S INVENTORY TAX | | |
| | | | | | 121 83 | | |
| | | | | | STATE SALE TAX | | |
| | | | | | 3709 58 | | |
| | | | | | AFTERMARKET AND ACCESSORIES | | |
| | | | | | N/A | | |
| | | | | | DOCUMENTARY FEE | | |
| | | | | | 150 00 | | |
| | | | | | INSPECTION - TITLE - ROAD AND BRIDGE FEE | | |
| | | | | | 88 50 | | |
| | | | | | LICENSE FEE | | |
| | | | | | 108 50 | | |
| | | | | | TOTAL VEHICLE PRICE | | |
| | | | | | 76837 34 | | |
| | | | | | TOTAL PRICE | | |
| | | | | | 76837 34 | | |
| | | | | | TRADE-IN ALLOWANCE | | |
| | | | | | N/A | | |
| | | | | | LESS PAY-OFF | | |
| | | | | | N/A | | |
| | | | | | NET EQUITY | | |
| | | | | | N/A | | |
| | | | | | REBATE | | |
| | | | | | 1500.00 | | |
| | | | | | CASH | | |
| | | | | | N/A | | |
| | | | | | TOTAL DOWN PAYMENT | | |
| | | | | | 1500 00 | | |
| | | | | | UNPAID BALANCE | | |
| | | | | | 75437 34 | | |
| | | | | | LIEN INFORMATION | | |
| | | | | | EXACT NAME OF LENDER BB&T DEALER FINANCIAL SERVICES | | |
| | | | | | ADDRESS OF LENDER PO BOX 981030 | | |
| | | | | | CITY WEST SACRAMENTO | | |
| | | | | | STATE CA | | |
| | | | | | ZIP CODE 95798 | | |
| | | | | | CITY | | |
| | | | | | STATE | | |
| | | | | | ZIP CODE | | |
| <p>The information you are on the window from for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. La información que aparece en la ventanilla de este vehículo forma parte de este contrato. La información contenida en el formulario de la ventanilla anula cualquier provisión que establezca el contrato y que aparezca en el contrato de venta.</p> <p>If credit purchase, this is an offer to purchase only. Purchaser offers to purchase vehicle on credit on terms described herein and no contractual relationship is created hereby. This offer does not constitute an agreement for the extension of credit.</p> <p>Manufacturer reserves the right to change the price to Seller of new vehicles without notice. In the event that the price to Seller of the new car ordered hereunder is so changed, prior to delivery to Purchaser, Purchaser agrees the cash delivered price will be changed accordingly. If the Purchaser's used car trade-in is not to be delivered to the Seller until the delivery of the new car, the trade-in will be reappraised at that time and Purchaser agrees that such reappraised value shall determine the allowance made for such trade-in.</p> <p>Purchaser agrees to deliver the original bill of sale and the title to any trade-in herein along with the delivery of such trade-in and further agrees to execute any and all documents necessary or required to transfer legal title and ownership to Seller or its assigns. Purchaser warrants such trade-in to be his property and free and clear of all liens and encumbrances except as otherwise noted herein. Purchaser further warrants that such trade-in has not been salvaged, reconstructed, or flood damaged and that the emission controls have not been tampered with and are in the condition as originally manufactured, except for ordinary wear.</p> <p>Seller makes no representations concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by a government agency, upon which the Seller has relied. It is expressly agreed to and understood by Purchaser and Seller that in the event of a non-credit transaction, Seller retains a security interest in the vehicle until such time as Purchaser has paid Seller for the vehicle.</p> <p>Purchaser assumes responsibility for any difference in payoff in excess of the amount shown above, and will pay such difference in cash on demand or will surrender vehicle to Seller.</p> <p>Purchaser shall not be entitled to recover from Seller any consequential damages, damages to property, damages to loss of use, loss of profits, or income, or any other incidental damages. Purchaser agrees and covenants that the place for performance for all obligations in connection with the transaction with Tom Peacock Nissan and the venue for all legal proceedings involving the Purchaser and Tom Peacock Nissan shall be Harris County, Texas. Tom Peacock Nissan may assign the contract with the Purchaser. Tom Peacock Nissan may make a profit on the sale of the vehicle, add-on equipment, insurance(s) product, financing, warranty, service contract(s), repair or any other product or service sold by Tom Peacock Nissan.</p> | | | | | | | |
| <p>THE DEALER'S INVENTORY TAX CHARGE IS INTENDED TO REIMBURSE THE DEALER FOR AD VALOREM TAXES ON ITS MOTOR VEHICLE INVENTORY. THE CHARGE WHICH IS PAID BY THE DEALER TO THE COUNTY TAX ASSESSOR-COLLECTOR, IS NOT A TAX IMPOSED ON A CONSUMER BY THE GOVERNMENT, AND IS NOT REQUIRED TO BE CHARGED BY THE DEALER TO THE CONSUMER.</p> | | | | | | | |
| <p>THE ANNUAL PERCENTAGE RATE FOR THE ABOVE MENTIONED DOCUMENTS MAY BE NEGOTIABLE WITH THE DEALER. THE DEALER MAY ASSIGN ITS CONTRACT RIGHTS AND RETAINS RIGHT TO RECEIVE A PORTION OF THE FINANCE CHARGE.</p> | | | | | | | |
| <p>DISCLAIMER OF WARRANTIES</p> <p>THIS ABOVE DESCRIBED VEHICLE SOLD BY THE SELLER IS SOLD AS IS, WITHOUT EITHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND BY SELLER, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS, AND PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR MAY OCCUR IN THE VEHICLE, UNLESS A WRITTEN WARRANTY BY, OR SERVICE CONTRACT WITH SELLER COVERING THE DESCRIBED VEHICLE IS DELIVERED TO PURCHASER IN CONJUNCTION WITH OR WITHIN 90 DAYS FOLLOWING THE TIME OF SALE. BUT SUCH VEHICLE OR ANY OF ITS COMPONENT PARTS MAY BE SUBJECT TO WARRANTY BY THE MANUFACTURER THEREOF.</p> <p>THIS WRITTEN PURCHASE ORDER REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.</p> <p>I WARRANT THE TRUTH AND ACCURACY OF THE FOREGOING INFORMATION AND I HEREBY CERTIFY THAT I AM OVER 18 YEARS OF AGE. I HEREBY ACKNOWLEDGE HAVING READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS PURCHASE ORDER. THIS ORDER IS NOT VALID UNLESS SIGNED BY AN OFFICIAL OF TOM PEACOCK NISSAN.</p> | | | | | | | |
| <p>Acceptance: TOM PEACOCK NISSAN</p> | | | | | | | |
| <p>Buyer's Signature: <i>Brandon Tyrell Barnes, Owner</i></p> | | | | | | | |
| <p>Buyer's Signature: <i>Brandon Tyrell Barnes</i></p> | | | | | | | |
| <p>FI MANAGER</p> | | | | | | | |

APPLICATION FOR TEXAS TITLE

45879*1*TPN-FI

TYPE OR PRINT NEATLY IN INK

128468

| TAX OFFICE USE ONLY | | | | Standard Presumptive Value | | |
|--|--|--|---------------------------------|---|---------------------|--|
| Tax Collector: _____ | | County: _____ | | <input type="checkbox"/> \$715 <input type="checkbox"/> Appraisal Value \$ _____ | | |
| Date: _____ | | Transaction Number: _____ | | | | |
| 1. Vehicle Identification Number 1NGAA1ED1MN535508 | 2. Year 2021 | 3. Make NISSAN | 4. Body Style PU | 5. Model TITAN | 6. Major Color | 7. Minor Color |
| 8. Plate No | 9. Odometer Reading (no tenths) 5 | 10. This is the Actual mileage unless one of the following is checked: <input type="checkbox"/> Exempt <input type="checkbox"/> N- Not Actual Mileage (WARNING-ODOMETER DISCREPANCY) <input type="checkbox"/> X- Mileage Exceeds Mechanical Limits | | | | |
| 11. Empty Weight | 12. Carrying Capacity (if any) | 13. For corrected title, check reason(s): <input type="checkbox"/> Make <input type="checkbox"/> Body Style <input type="checkbox"/> Model <input type="checkbox"/> Change in Vehicle Description <input type="checkbox"/> VIN <input type="checkbox"/> Year <input type="checkbox"/> Add Lien <input type="checkbox"/> Remove Lien <input type="checkbox"/> Other <input type="checkbox"/> Odometer Reading <input type="checkbox"/> Odometer Brand | | | | |
| 14. Applicant Type <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Business <input type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit First Applicant/Owner Photo ID Number: _____ or FEIN/EIN: _____ | | | | | | |
| 15. ID Type <input checked="" type="checkbox"/> U.S. Driver's License/ID Card _____ (State/Territory) <input type="checkbox"/> Passport _____ (Country) <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> NATO ID <input type="checkbox"/> Other Military Status of Forces Photo ID <input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID <input type="checkbox"/> U.S. Department of State ID <input type="checkbox"/> U.S. Department of Homeland Security ID | | | | | | |
| 16a. Applicant/Owner Legal Name First SENRA Middle B Last S Suffix (if any) | | | | | | |
| 16b. Entity Name | | | | 17. Owner County of Residence | | |
| 18. Additional Owner Name (if applicable) First BRANDON Middle TYRELL Last BARNES Suffix (if any) | | | | | | |
| 19. Mailing Address 505 WELLS FARGO DR 814 | | City HOUSTON | | State TX | | Zip 77090 |
| 20. Previous Owner Name/Business Name TOM PEACOCK NISSAN | | City HOUSTON | | State TX | | Dealer GDN (if applicable) 17420148581 Lien No (if applicable) |
| 21. Renewal Recipient Name (if different) First _____ Middle _____ Last _____ Suffix (if any) | | | | | | |
| 22. Renewal Mailing Address (if different) | | City | | State | | Zip |
| 23. Vehicle Location Address (if different) | | City | | State | | Zip |
| 24. First Lien Date 01/20/2022 | 25. Lienholder Name (first) BB&T DEALER FINANCIAL SERVICES | | 26. Certified Lienholder ID No. | 27. Electronic Title Request? <input type="checkbox"/> | (Cannot check # 28) | |
| 29. Lienholder Mailing Address PO BOX 981030 | | City WEST SACRAMENTO | | State CA | | Zip 95708 |
| 30. Check only if applicable: MOTOR VEHICLE TAX STATEMENT <input type="checkbox"/> I hold Motor Vehicle Retailer's (Retail) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code, §152.046 (c)). <input type="checkbox"/> I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002 (c)). GDN or Lessor Number: _____ | | | | | | |
| 31. <input type="checkbox"/> Trade-in (if any) Vehicle Identification Number | | Year | | Make | | 32. <input type="checkbox"/> Additional Trade-ins? |
| 33. SALES AND USE TAX COMPUTATION <input checked="" type="checkbox"/> (a) Sales Price (\$ 1500.00 rebate has been deducted) \$ 62552.95 (b) Less Trade-in Amount, described in item 31 above \$ N/A (c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, described in item 31 above \$ N/A (d) Taxable Amount (item a minus item b or item c) \$ 62552.95 (e) 6.25% Tax on Taxable Amount (Multiply item d by .0625) \$ 3709.56 (f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10% \$ N/A (g) Tax Paid to (STATE) \$ N/A (h) AMOUNT OF TAX AND PENALTY DUE (item e plus item f minus item g) \$ 3709.56 <input checked="" type="checkbox"/> \$20 or \$33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.) | | | | | | |
| I Hereby Certify That All Statements in This Document Are True And Correct To The Best Of My Knowledge And Belief. | | | | | | |
| 34. Signature of Seller, Donor, or Trader | | TOM PEACOCK NISSAN | | 01/20/2022 | | |
| | | Printed Name (Same as Signature) | | Date | | |
| 35. Signature of Additional Seller(s), Donor(s), or Trader(s) | | | | | | |
| | | Printed Name(s) (Same as Signature(s)) | | Date | | |
| 36. Signature of Applicant/Owner | | SENRA SERVICES LLC | | 01/20/2022 | | |
| | | Printed Name (Same as Signature) | | Date | | |
| 37. Signature of Additional Owner(s) | | BRANDON TYRELL BARNES | | 01/20/2022 | | |
| | | Printed Name(s) (Same as Signature(s)) | | Date | | |

**Signature PURCHASE**

NISSAN MOTOR ACCEPTANCE CORPORATION

RETAIL
Agreement To Provide Insurance

CUST#: 15167

DEAL#: 12846

DATE: 01/20/2022

TO: NISSAN MOTOR ACCEPTANCE CORPORATION ("NMAC")

Our agreement requires that I buy insurance which provides (i) collision and (ii) comprehensive coverage.

I have arranged for the required insurance from the insurance company shown below. The policy will name you as loss payee on coverages (i) and (ii) at the address listed below.

DEALER / CUSTOMER / VEHICLE INFORMATIONDEALERSHIP: TOM PEACOCK NISSANDEALERSHIP PHONE: 281/821-4000FINANCE MANAGER: GUSTAVO AVALOSBUYER: SENRA B SERVICES LLCADDRESS: 505 WELLS FARGO DR 814 HOUSTON, TX 77090HOME PHONE: 346/367-4897

BUSINESS PHONE: _____

YEAR: 2021MAKE: NISSANMODEL: TITANVALUE: 64052.95VIN: 1 N 6 A A 1 E D 1 M N 5 3 5 5 0 8 PLANNED DELIVERY DATE: 11/28/2021

AGENT: _____

AGENT PHONE: _____

INSURANCE INFORMATION

AGENCY NAME: _____

AGENCY ADDRESS: _____

INSURANCE COMPANY: _____

POLICY #: _____

EFFECTIVE DATE: 01/20/2022EXPIRATION DATE: 01/20/2022DEDUCTIBLES: N/A

COMPREHENSIVE: _____

N/A

COLLISION: _____

N/A

NMAC LISTED

☐ Yes

AS LOSS

PAYEE:

☐ No**SIGNATURES****LOSS PAYEE MUST READ:**
 NISSAN MOTOR ACCEPTANCE CORPORATION
 P.O. BOX 860360
 DALLAS, TEXAS 75266-0360

**NOTE: THIS INFORMATION IS SUBJECT
 TO VERIFICATION**

BUYER

SIGN HERE: *[Signature]* owner

CO-BUYER

SIGN HERE: *[Signature]*

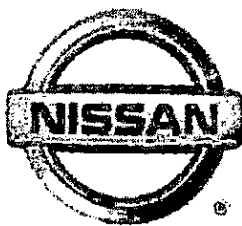
DEALER / SALESPERSON

SIGN HERE: _____

INSURANCE VERIFIED BY: _____

DATE: 01/20/2022

NMAC 2175/N 10/11



DEAL# 128468

TOM PEACOCK NISSAN, INC.

ARBITRATION AGREEMENT

Buyer/lessee acknowledges and agrees that the vehicle purchased or leased herein have traveled in interstate commerce. Buyer/lessee thus acknowledges that the vehicle and other aspects of the sale, lease or financing transaction are in effect, or have a direct impact upon interstate commerce.

Buyer/lessee and dealer agree that all claims, demands, disputes, or controversies of every kind of nature that may arise between them concerning any of the negotiations leading to the sale, lease or financing of the vehicle, terms and provisions of the sale, lease or financing agreement, arrangements for financing, purchase or insurance, purchase of extended warranties or service contracts, the condition of the vehicle, or any other aspects of the vehicle and its sale, lease or financing shall be settled by binding arbitration conducted pursuant to the provisions of 9 U.S.C. Section 1 et seq. and according to the Commercial Rules of the American Arbitration Association. Without hunting the generality of the forgoing, it is the intention of the buyer/lessee and the dealer to resolve by binding arbitration all disputes between them concerning the terms and conditions of the sale, lease or financing, the condition of the vehicle, and damage to the vehicle, the terms and meaning of any of the documents signed or given in connection with the sale, lease or financing, any representations, promise or omissions made in connection with negotiations for the sale, lease, or financing of the vehicle, or any terms, conditions, or representations made in connection with the financing, credit life insurance, disability insurance, and vehicle extended warranty or service contract purchased or obtained in connection with the vehicle. Buyer/lessee and dealer agree that this agreement also governs any and all claims, demands, disputes or controversy involving any trade vehicle in connection with the transaction involving the parties herein. Buyer/lessee and dealer agree, covenant and contract that there shall be no class arbitration between the parties and that the only parties to any disputes or controversies to be arbitrated as more particularly described here in shall be the buyer/lessee and the dealer.

Either party may demand arbitration by filing with the American Arbitration Association a written demand for arbitration along with a statement of the matter in controversy. A copy the demand for arbitration shall simultaneously be served upon the other party. The buyer/lessee and the dealer agree that the arbitration proceedings to resolve all such disputes shall be conducted in the city where dealer's facility is located. Buyer/lessee and dealer agree that they shall keep confidential proceedings and /or the Arbitration Agreement. Either party may seek damages and/or an injunction against the other for any violations of the confidentiality set forth herein.

2021 NISSAN TITAN

Vehicle Description

1N6AA1ED1MN635508

Vehicle Identification Number

TOM PEACOCK NISSAN

Seller(s)/Lessor(s)

SENRAE SERVICES LLC BRANDON TYRELL BARNES

Buyer(s)/Lessee(s)

01/20/2022

Date

[Handwritten signature]

[Handwritten signature]

WE OWE

CUST # 151679

DEAL # 128468

NAME **SENTRAB SERVICES LLC BRANDON TYRELL BARNES** WORK # **N11048** ☒ NEW ☐ USED

ADDRESS **505 WELLS FARGO DR 814** YEAR **2021** MAKE **NISSAN**

CITY **HOUSTON** STATE **TX** ZIP **77090** MODEL **TITAN**

PHONE **346/367-4897** VIN **1N6AA1ED1MN535508**

SALESPERSON **CALVIN WILLIAMS SR** DEL. DATE **01/20/2022**

| QTY. | NAME OF ITEM OR SERVICE OWED | PART | LABOR |
|------|------------------------------|------|-------|
| | | N/A | N/A |
| | <i>Ben liner</i> | N/A | N/A |
| | | N/A | N/A |
| | | N/A | N/A |
| | | N/A | N/A |
| | | N/A | N/A |
| | | N/A | N/A |

I hereby accept this WE-OWE with the understanding that it is valid for only (30) THIRTY DAYS FROM DATE OF ISSUANCE, and that I must make an ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be performed.

(FOR APPOINTMENT CALL SERVICE DEPT.)

CUSTOMER *Brandon Barnes, owner*DATE **01/20/2022**

APPROVED

MGR.

NISSANDEAL #:128468
CUST #:151679☐ COLLEGE GRAD ☐ COLLEGE CONNECTION ☐ CUSTOMER CASH ☐ OWNER LOYALTY ☐ OTHER: _____

| | | | |
|--|--|--|--|
| PROGRAM ID | | CLAIM NUMBER: | |
| BUYER'S FIRST NAME SENTRAB SERVICES LLC | BUYER'S MIDDLE INITIAL | BUYER'S LAST NAME | |
| BUYER'S STREET ADDRESS 505 WELLS FARGO DR 814 | | BUYER'S AREA CODE 346 | TELEPHONE NUMBER 367-4897 |
| BUYER'S CITY HOUSTON | | BUYER'S STATE TX | BUYER'S ZIP CODE 77090 |
| PREVIOUS VEHICLE INFORMATION VEHICLE IDENTIFICATION NUMBER | PREVIOUS MODEL CODE: | PREVIOUS ACCOUNT NUMBER: | |
| NEW VEHICLE INFORMATION VEHICLE IDENTIFICATION NUMBER 1N6AA1ED1MN535508 | MODEL CODE: | CHECK ONE: <input checked="" type="checkbox"/> PURCHASE <input type="checkbox"/> LEASE | DELIVERY DATE: 01/20/2022 |
| DEALERSHIP VALIDATION I certify that the vehicle identified above is eligible for a NISSAN incentive award in accordance with the subject incentive program Official Program Rules. | | | |
| AUTHORIZED DEALER SIGNATURE | | DATE 01/20/2022 | PRINT NAME AND TITLE GUSTAVO AVALOS FI MANAGER |
| DEALERSHIP NAME TOM PEACOCK NISSAN | | DEALER CODE 3175 | DEALERSHIP PHONE NUMBER 281/821-4000 |
| AWARD INFORMATION (Note: Dealer is responsible for payment to the customer on cash programs. Nissan North America, Inc. will reimburse the dealer.) | | | |
| AMOUNT \$ 1500.00 | PAYABLE TO (CHECK ONE) <input type="checkbox"/> DEALER <input type="checkbox"/> DEALER EMPLOYEE <input type="checkbox"/> CUSTOMER <input type="checkbox"/> OTHER: _____ | | |
| PAYABLE TO (PRINT NAME OR NAMES) | | SOCIAL SECURITY NUMBER OR FEDERAL ID | |
| STREET ADDRESS, CITY, STATE, AND ZIP CODE | | | |

CUSTOMER MUST READ AND COMPLETE THIS SECTION:

Do not sign this claim form unless it is completely filled in. Please read this form thoroughly before signing and retain a copy of this claim form. Any inquiry regarding award payment must reference the claim number shown above.

IF "CUSTOMER CASH BACK" IS ELECTED, THEN PLEASE CHECK ONE:

☐ I issue the cash payment directly to me from the dealer. ☐ I hereby assign the cash payment to the dealer.

- If I elect to assign the cash payment toward the purchase or lease of a new vehicle, and assign payment to the dealer, I hereby release Nissan North America, Inc. from any further claim or obligation concerning the "Customer Cash Back" on this vehicle.
- I acknowledge that the cash award is offered by, and will be funded by, Nissan North America, Inc., the manufacturer or distributor of the vehicle, either directly or by payment to the dealer (in the case of a college program).
- If I have been offered the choice of a special finance rate incentive in the alternative to the cash award, I hereby waive that finance rate incentive and acknowledge that any rate that I pay in financing the purchase of the vehicle is the interest rate I have negotiated and does not represent a portion of the price of the vehicle.

IF A SPECIAL FINANCE RATE IS ELECTED IN ADDITION TO, OR IN LIEU OF "CUSTOMER CASH BACK," THEN PLEASE CHECK THIS BOX: ☐ Apply Special Finance Rate

- I accept a special finance rate incentive. I acknowledge that the cost of the incentive is to be funded by Nissan North America, Inc., and hereby release Nissan North America, Inc. from any further claim or obligation concerning the Special Finance Rate on this vehicle.
- If I have been offered the choice of a cash award incentive in the alternative to the special finance rate incentive, I hereby waive the cash award and acknowledge that any price I pay for the purchase of the vehicle is the price I have negotiated and does not represent a portion of the finance charge for the financing of the vehicle.

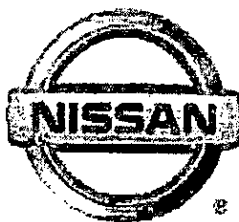
I acknowledge that Nissan North America, Inc. is not a finance company, creditor under any retail installment contract, or seller of retail installment contracts, and is not the provider of any financing on the vehicle.

Gustavo Avalos
CUSTOMER SIGNATURE

01/20/2022
DATE

Gustavo Avalos

| | | | |
|--------------|----------------------------|--|----------------------------|
| <u>FIRMA</u> | <u>01/20/2022</u> FECHA | <u>SENRA B SERVICES LLC</u> NOMBRE COMPLETO | <u>01/20/2022</u> FECHA |
|--------------|----------------------------|--|----------------------------|



DEAL# 128488

TOM PEACOCK NISSAN, INC.

DISCLOSURE AGREEMENT

The undersigned, being 18 years of age or older and being of sound mind, hereby state the undersigned have thoroughly reviewed the documents that we have signed in connection with the purchase of a new or pre-owned vehicle from TOM PEACOCK NISSAN.

We are completely SATISFIED with all the agreements that have been made and are satisfied with the vehicle we have acquired and purchased. We also understand that all pre-owned vehicles are "SOLD AS IS" and do not come with any guarantees or warranty of any kind.

We have received a thorough explanation of all aftermarket products. We understand that the annual percentage rate for our contract may be negotiable with the dealer; that the dealer may assign its contract rights and retain the right to receive a portion of the finance charge; and that the sales of any additional products such as credit life, disability insurance, gap insurance, theft protection, extended service contracts, or local dealer service fees are optional. If any of these products are purchased, they are purchased because of the request and desire, the undersigned to purchase same and not as a condition or as a requirement to purchase the vehicle. There are no verbal representations or agreements that are part of this transaction in connection with or acquisition of the vehicle from TOM PEACOCK NISSAN. The undersigned have made their own determination in regard to the value of any trade vehicle and have confirmed that the value provided for any trade vehicle was fair, reasonable and to my satisfaction.

The undersigned have relied upon their own judgment as opposed to any verbal statements or promises in connection with the agreements with TOM PEACOCK NISSAN. We understand the written agreements with TOM PEACOCK NISSAN or we have had someone representing our interest fully explain the agreements that we executed involving the acquisition of a vehicle from TOM PEACOCK NISSAN. We understand that we can have the vehicle financed through sources available to us or we can use the lenders provided TOM PEACOCK NISSAN.

The annual percentage rate for any loan as well as the Truth and Lending disclosures have been thoroughly explained to my satisfaction, fully disclosed and we understand that there may be a spread or difference between the effective rate and the actual annual percentage rate charged. We further acknowledge that we have received copies of all agreements and contracts that we have executed with TOM PEACOCK NISSAN. Further, to the extent that we had negative equity, this was fully disclosed and after a full disclosure, we have agreed to the transactions and agreements that we executed freely and voluntarily. I or We also acknowledge that this vehicle is solely for the undersigned, and not for anyone else. We further understand that we cannot bring the vehicle back for any reason. We also understand that we can either pay cash or finance our vehicle and there is no difference in the sales price for the vehicle if paid in cash as opposed to financing the vehicle. We also acknowledge that if TOM PEACOCK NISSAN or we cannot obtain financing, I am to return the vehicle within 24 hours of notification.

Signed this 20th day of January, 2022


BUYER SENRAB SERVICES LLC


CO-BUYER BRANDON TYRELL BARNES

TOM PEACOCK NISSAN

DEAL# 128468

15300 NORTH FREEWAY - HOUSTON, TEXAS 77090
(281) 821-4000 FAX (281) 233-6434

1st SERVICE APPOINTMENT FOR NEW CUSTOMERS

CUSTOMER'S NAME SENRA B SERVICES LLC

PERSONAL ADVISOR _____ DIRECT # _____

E-MAIL ADDRESS SENRA B SERVICES@GMAIL.COM

DAYTIME PHONE 346/367-4897 EVENING PHONE _____

SALES CONSULTANT WILLIAMS SR, CALVIN

DATE DELIVERED 01/20/2022

STOCK # N11048

VIN # 1N6AA1ED1MN535508

MODEL TITAN

MILEAGE AT FIRST APPOINTMENT 3750

DATE OF FIRST APPOINTMENT 04/20/2022

COMMENTS FIRST OIL CHANGE FREE

BUSINESS MANAGERS SIGNATURE _____

CUSTOMER SIGNATURE *[Signature]*, OWNER - *[Signature]* May

"VISIT US ON THE WORLD WIDE WEB"

WWW.TOMPEACOCKNISSAN.COM

CUST # 151679
DEAL # 128468

NOTICE TO COSIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of *your* credit record.

This notice is not the contract that makes you liable for the debt.

I have received a copy of this notice.

01/20/2022

(Date)



(Signature of Cosigner)

WE OWE

DEAL # 128468

CUST # 151679

| | | | | | |
|-------------|---|-------|-------------------|---|-------------------------------|
| NAME | SENRAH SERVICES LLC BRANDON TYRELL BARNESK # N11048 | | | <input checked="" type="checkbox"/> NEW | <input type="checkbox"/> USED |
| ADDRESS | 505 WELLS FARGO DR 814 | YEAR | 2021 | MAKE | NISSAN |
| CITY | HOUSTON | STATE | TX | ZIP | 77090 |
| PHONE | 346/367-4897 | VIN | 1N6AA1ED1MN535508 | | |
| SALESPERSON | CALVIN WILLIAMS SR | | | DEL. DATE | 01/20/2022 |

| QTY. | NAME OF ITEM OR SERVICE OWED | PART | LABOR |
|------|------------------------------|------|-------|
| | | N/A | N/A |
| | | N/A | N/A |
| | | N/A | N/A |
| | | N/A | N/A |
| | | N/A | N/A |
| | | N/A | N/A |

I hereby accept this WE-OWE with the understanding that it is valid for only (30) THIRTY DAYS FROM DATE OF ISSUANCE, and that I must make an ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be performed.

(FOR APPOINTMENT CALL SERVICE DEPT.)

DATE 01/20/2022

CUSTOMER *Brandon Tyrell Barnes*, Owner

APPROVED

MGR.

Brandon Tyrell Barnes

CUST# 151679

DEAL# 128468

SENRA SERVICES LLC BRANDON TYRELL BARNES
CUSTOMER'S NAMEN11048
STOCK NO

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I. TOM PEACOCK NISSAN (transferor's name, PRINT)

state that the odometer now reads 5 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.
WARNING - ODOMETER DISCREPANCY.

| MAKE | MODEL | BODY TYPE |
|-------------------------------|-------|-----------|
| NISSAN | TITAN | PU |
| VEHICLE IDENTIFICATION NUMBER | | YEAR |
| 1N6AA1ED1MN535508 | | 2021 |

X

TRANSFEROR'S SIGNATURE (SEE NOTE)

TOM PEACOCK NISSAN

PRINTED NAME

15300 NORTH FREEWAY

TRANSFEROR'S ADDRESS (STREET)

HOUSTON

CITY

TX

STATE

77090

ZIP CODE

01/20/2022

DATE OF STATEMENT

X  (SEE NOTE)

TRANSFEREE'S SIGNATURE (BUYER)

SENRA SERVICES LLC BRANDON TYRELL BARNES

PRINTED NAME

SENRA SERVICES LLC BRANDON TYRELL BARNES

TRANSFEREE'S NAME (BUYER)

605 WELLS FARGO DR 814

TRANSFEREE'S ADDRESS (STREET)

HOUSTON

CITY

TX

STATE

77080

ZIP CODE

DEAL#: 128468

CUST#: 151679

AGREEMENT TO PROVIDE INSURANCE

TO:

I UNDERSTAND THAT THE VEHICLE LISTED BELOW MUST BE COVERED BY BOTH COLLISION AND COMPREHENSIVE COVERAGES, OR FIRE AND THEFT AND COMBINED ADDITIONAL COVERAGES AND UP TO THE MAXIMUM DEDUCTIBLES. INSURANCE MAY BE OBTAINED FROM A PERSON OF YOUR CHOICE

My present insurance coverage includes the required coverage. I WILL MAINTAIN CONTINUOUS INSURANCE through the insurance company shown below, requesting my agent to note the lienholder's interest in the vehicle and endorse the policy with a loss payable endorsement in favor of the Lienholder at the above address.

| Year | Make | Model | Body Style | Vehicle Identification Number |
|------|--------|-------|------------|-------------------------------|
| 2021 | NISSAN | TITAN | PU | 1N6AA1ED1MN535508 |

PURCHASER

| | |
|----------------|------------------------|
| Name | SENRAE SERVICES LLC |
| Street Number | 505 WELLS FARGO DR 814 |
| City State Zip | HOUSTON TX 77090 |

FINANCE INSTITUTION

| | |
|----------------|--------------------------------|
| Agent Name | BB&T DEALER FINANCIAL SERVICES |
| Street Number | PO BOX 981030 |
| City State Zip | WEST SACRAMENTO CA 95798 |

| | |
|------------------|--|
| Telephone Number | |
|------------------|--|

INSURANCE COMPANY

| | |
|----------------------|---|
| Name (If Known) | |
| Policy or Binder No. | |
| Effective Dates | From: 01/20/2022 To: 01/20/2022 |
| Coverage | <input checked="" type="checkbox"/> FIRE, THEFT, CAC <input checked="" type="checkbox"/> COLLISION <input checked="" type="checkbox"/> COMPREHENSIVE DEDUCTIBLE \$ N/A CAR AND LIGHT TRUCK MAXIMUM DEDUCTIBLE \$ 0 N/A MEDIUM AND HEAVY TRUCK MAXIMUM DEDUCTIBLE \$ N/A |

Matthew V. [Signature], Owner

[Signature] 01/20/2022
Purchaser Signature (REQUIRED) Date

01/20/2022
Dealer/Salesperson Signature (REQUIRED) Date

CUST# 151879
DEAL# 128468

County of Title Issuance

Form VTR-136
(Rev. 02/11)
Page 1 of 1

Buyer(s) read and return signed form to dealer

Vehicle buyers may select the Texas county where a licensed motor vehicle dealer files a title transaction to transfer title and/or register the purchased vehicle.

Buyer(s) choose where their transaction is filed by selecting only one option below:

- Your County of residence
- County where the motor vehicle is purchased
- County where the motor vehicle is encumbered (by the lienholder)

File my transaction in Harris County.
County Name (to be entered by the buyer)

The county entered will receive sales tax, title fees, and other applicable state and local fees collected at the time of title application. The tax assessor-collector is authorized to retain a portion of the revenue for the county.

Mick [Signature] / owner
SIGNATURE OF BUYER

01/20/2022
DATE

[Signature]
SIGNATURE OF BUYER

01/20/2022
DATE

Note to Motor Vehicle Dealers:

Do not submit this form with the title transaction. This form should be retained with your vehicle records.

State law requires every licensed motor vehicle dealer to apply for a certificate of title and registration for a motor vehicle in the county as directed by the buyer. (Transportation Code §501.0234)

Buyers should also protect themselves by submitting a Vehicle Transfer Notification online at www.TxDMV.gov if they sell or trade in a vehicle.

REGISTERED MAIL TRACKING- RR568452223US

NOTICE OF SECURITY INTREST REVOCATION

To: TOM PEACOCK NISSAN,

NISSAN MOTOR ACCEPTANCE Co. LLC

NISSAN AUTO RECEIVABLES 2022-B OWNER TRUST (as Issuer)

US BANK (as Indenture Trustee),

WILMINGTON TRUST NATIONAL ASSOCIATION (as Owner Trustee)

DEAL# 128103

CUST# 151679

Due to the below mentioned laws your security interest is revoked effective immediately.

Apply 1099a to account and please send title to account on file.

Consumer Protection Laws Violated

Equal Credit Opportunity Act / Truth in Lending Act Regulation Z

Fair Credit Reporting Act / 15 USC 1611 – False & Inaccurate information

Fair Debt Collections Practice Act / USC 1692 – Debt collection practices

CFPB§1026.23 Right of Rescission (cancellation)

Notice of Billing Error

To: TOM PEACOCK NISSAN,

NISSAN MOTOR ACCEPTANCE Co. LLC

NISSAN AUTO RECEIVABLES 2022-B OWNER TRUST (as Issuer)

US BANK (as Indenture Trustee),

WILMINGTON TRUST NATIONAL ASSOCIATION (as Owner Trustee)

DEAL# 128103

CUST# 151679

Re: Fraudulent contract via SSN with dashes 462-93-6445

The referenced account is an agreement, not a contract. based on the consumer protection laws cited below and your lack of complete disclosure I rescind the entire transaction due to fraud. I hereby revoke any security interest you have maintained.

Consumer Protection Laws Violated

Equal Credit Opportunity Act / Truth in Lending Act Regulation Z

Fair Credit Reporting Act / 15 USC 1611 – False & Inaccurate information

Fair Debt Collections Practice Act / USC 1692 – Debt collection practices

CFPB§1026.23 Right of Rescission (cancellation)

39 USC § 3001 (A) Nonmailable matter/ Mail fraud

Thank you for your attention to this urgent matter and I look forward to your response within 14 days of receipt.

Brandon-Tyrell: Barnes BENEFECIARY

Request for Proof of Indebtedness

To: Truist Bank

Re: Fraudulent contract via SSN with dashes 462-93-6445

Loan/Account #9172570280-1001

Pursuant of 12 U.S.C § 1831 N, please provide the accounting entries (GAAP) for the above-mentioned consumer finance transaction.

Pursuant of 12 U.S.C § 1813 (l) (1) please show the deposit entry for the promissory note (security) that was kept by Truist and was excluded/kept from the owner of the note and all capital gains that resulted from trading the security asset.

Brandon Barnes *Authorized Representative* UCC 1-308

11-22-2022

Notice of Billing Error

To: **TRUIST**

ATTN: **FRAUD DEPT**

Re: Fraudulent contract via SSN with dashes 462-93-6445

Loan/Account #9172570280-1001

The referenced account is an agreement, not a contract. based on the consumer protection laws cited below and your lack of complete disclosure I rescind the entire transaction due to fraud. I hereby revoke any security interest you have maintained.

Consumer Protection Laws Violated

Equal Credit Opportunity Act / Truth in Lending Act Regulation Z

Fair Credit Reporting Act / 15 USC 1611 – False & Inaccurate information

Fair Debt Collections Practice Act / USC 1692 – Debt collection practices

CFPB§1026.23 Right of Rescission (cancellation)

39 USC § 3001 (A) Nonmaílable matter/ Mail fraud

Thank you for your attention to this urgent matter and I look forward to your response within 14 days of receipt.

11/15/2022